

PROVIDER NETWORK AGREEMENT
Washington State Department of Labor and Industries

I have enclosed my provider application and network enrollment forms and all supporting materials. I agree to abide by the terms of this agreement, which pursuant to RCW 51.36.010 has the force of a contract, and by all applicable federal and Washington State statutes, rules and policies. I understand and agree to the following:

1. **Treatment.** I will provide appropriate services to injured workers that comply with the Title 51 RCW, L&I's WACs including but not limited to Chapters 296-19A, 296-20, 296-21, 296-23, 296-23A, Department Policies including medical coverage decisions and Department Treatment Guidelines.
2. **Billing.** I will bill according to the Department's billing policy and understand that payments will be made according to L&I's current Medical Aid Rules and Fees Schedules (MARFS).
3. **Payment.** I will accept payment from L&I or the self-insured employer as the sole and complete remuneration for covered services provided to injured workers and specifically agree not to bill injured workers for the difference between billed charges and the amount paid, my usual and customary fee and MARFs or to bill injured workers for any treatment or service provided to treat the residuals of the industrial injury or occupational disease, including the fees for witness preparation and testimony in any matters on appeal to the Board of Industrial Insurance Appeals.
4. **Overpayment.** If I receive payment from the Department or from a self-insured employer in error or in excess of the amount properly due, I understand and authorize the Department or the self-insured employer to deduct such excess amounts, and accrued interest, from any future payments. In the event no future payments are made, I will promptly return such excess amounts to L&I or the self-insured employer.
5. **Underpayment.** If I believe additional funds are due, I will submit a provider request for adjustment form within 30 days of receiving the remittance advice but in no case should such an adjustment request be made 1 year after the date of service.
6. **Records/Audits.** I agree to complete and maintain all records, both medical and fiscal, to fully justify and disclose the extent of the services or items furnished and bills submitted. I will maintain these records for a minimum of five years. I understand and agree that the Department may audit, review or investigate services and treatment that I provide to injured workers. I understand that should I fail to retain, maintain or provide access by the Department that such failure may result in recovery of payments made which were not adequately documented and may result in termination of this agreement.
7. **Minimum and Continuing Network Standards.** I meet and will maintain all required licenses, permits, governmental or board authorizations and hospital privileges (if applicable) and the minimum health care provider standards as required under WAC

296-20-01030 and the continuing health care provider network requirements as required under WAC 296-20-01040.

8. **Notification of Material Changes.** I will notify the Department in writing within 14 days if I no longer meet any minimum standard contained in WAC 296-20-01030, any change to the continuing requirements contained in WAC 296-20-01040 and/or a change to any other factor(s) that may materially impact my ability to provide medically necessary and proper treatment to injured workers.
9. **Cooperation.** I agree to cooperate with the Department in the management of its Provider Network and will comply with requests made of me in that regard, including mentoring, monitoring and additional training. I will also cooperate with the Department, employers and others who are involved in administering injured workers claims and will timely respond to questions, request for information or records, or complete other forms such as job analysis approval.
10. **Enrollment/Recredentialing.** That I will cooperate with the Department's enrollment and re-credentialing process, including any further credentialing review pursuant to WAC 296-20-01020 and WAC 296-20-01050. I agree to resubmit my credentialing application every 3 years or at a different time specified by the department. Further, I will notify the Department of a material change to the information contained in my application, including the requirements listed in WAC 296-20-01030 and WAC 296-20-01040, and understand that a material change can trigger a request to resubmit my credentialing application.
11. **Automatic Renewal.** I understand that this agreement will automatically renew unless the Department provides written notice of changes to me, provides written notice of non-renewal or unless I am no longer enrolled in the Department's network.
12. **Termination.** I understand and agree that the Department, may terminate this agreement should I no longer meet the minimum standards in WAC 296-20-01030, the Department find Risk of Harm pursuant to WAC 296-20-0110, I violate a material term of this agreement, or if I am no longer a member of L&I's network.
13. **Services After Termination.** Upon termination of this agreement, I agree that I will not accept new injured workers as patients after the date I am notified of the termination. I may continue to provide covered services to injured workers who are currently undergoing an active course of treatment until the effective date of termination. Thereafter, regardless of the appeal status and pursuant to WAC 296-20-01080, I will not provide any treatment or services to any injured worker. I acknowledge and agree that the Department will not pay for any service I provide after effective date of the termination.
14. **Protest.** If I disagree with or believe a decision or determination relating to the terms of this agreement by the Department is incorrect, I may protest in writing. The Protest must be sent to the Department within 60 days from the receipt of the decision, determination unless the decision, determination or order makes a demand solely for repayment of sums

paid to me and then I must protest or appeal within 20 days from the receipt of the decision, determination or order. I understand and acknowledge that should I failed to protest or appeal a decision, determination or order will result in the action, determination or directive contained in the order to become final and binding.

My signature below indicates that I have fully read this document and voluntarily agree to the terms. I further warrant that all information contained in my provider application and network enrollment documents, and all supporting document is true and correct to the best of my knowledge. Once I sign, this agreement will become effective ONLY upon the Department's approval of my provider application and enrollment into the Department's Provider Network but no sooner than January 1, 2013. This agreement shall become null and void if I am no longer a member of the Department's network or if this agreement is terminated.

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